

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Public Works Government Services Canada- Bid
Receiving / Réception des soumissions**
189 Prince William Street
Room 421
Saint John
New Brunswick
E2L 2B9

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
**Public Works Government Services Canada- Bid
Receiving / Réception des soumissions**
189 Prince William Street
Room 421
Saint John
New Bruns
E2L 2B9

Title - Sujet Rock Truck Rental with Operators	
Solicitation No. - N° de l'invitation W0105-12E067/A	Date 2012-07-04
Client Reference No. - N° de référence du client W0105-12E067	GETS Ref. No. - N° de réf. de SEAG PW-\$PWB-020-3092
File No. - N° de dossier PWB-2-35022 (020)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-07-26	
Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Donovan, Janine PWB	Buyer Id - Id de l'acheteur pwb020
Telephone No. - N° de téléphone (506)636-5347 ()	FAX No. - N° de FAX (506)636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Articulating Rock Truck Rental with Operators Base & Training Area CFB Gagetown OROMOCTO New Brunswick E2V4J5 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
Raison sociale et adresse du fournisseur/de l'entrepreneur

Telephone No. - N° de téléphone
Facsimile No. - N° de télécopieur

Name and title of person authorized to sign on behalf of Vendor/Firm
(type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur/
de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature

Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Precedent to Issuance of a Standing Offer

PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Identified Users
6. Call-up Instrument
7. Limitation of Call-ups
8. Financial Limitation
9. Priority of Documents
10. Certifications
11. Applicable Laws
12. Estimates

B. RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. Insurance Requirements

List of Annexes:

- Annex A - Basis of Payment
- Annex B - Certifications
- Annex C - Specification

PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and

Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Basis of Payment, Certifications and Specifications.

2. Summary

The Department of National Defence (DND), CFB Gagetown, Oromocto, New Brunswick has a requirement for the establishment of a Regional Individual Standing Offer (RISO). The work covered under this Standing Offer comprises the supply and maintenance of articulating rock trucks with operators on a rental basis to CFB Gagetown, Oromocto, New Brunswick. The work will be performed as and when requested, from Date of Award to March 31, 2014. All work is to be completed in accordance with the Specifications attached as Annex "C".

This agreement is subject to the provisions of the Agreement on Internal Trade.

3. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

1.1 SACC Manual clauses

SACC Manual clause M0019T (2007-05-25) Firm Prices and/or Rates

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Offers by facsimile will be accepted. Facsimile Number is (506) 636-4376.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

Solicitation No. - N° de l'invitation

W0105-12E067/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb020

Client Ref. No. - N° de réf. du client

W0105-12E067

File No. - N° du dossier

PWB-2-35022

CCC No./N° CCC - FMS No/ N° VME

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

Solicitation No. - N° de l'invitation

W0105-12E067/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb020

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0105-12E067

PWB-2-35022

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Section I: Financial Offer

Offerors must submit their financial offer in accordance with “Annex "A", Basis of Payment". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers, including the financial evaluation criteria.

1.1 Financial Evaluation

1.1.1 Offerors will be evaluated on the basis of the lowest overall Total Estimated Amount in Canadian dollars, the Harmonized Sales Tax (HST) excluded. The Total Evaluated Price will be calculated using the estimated usage figures on the Pricing Schedule (See Annex "A"). Offerors are required to bid on all line items in the Pricing Schedule or their offer may be considered non-responsive.

2. Basis of Selection

2.1 An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify the Offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Certifications Precedent to Issuance of Standing Offer

The certifications listed in **Annex "B" Certifications** should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

1.1 Qualifications

Operators must possess a valid Class 3 New Brunswick Driver's Licence with Air Brake Endorsement (or out of province equivalent). Contractor must provide a copy of each operator's driver's licence within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement.

PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in **Annex B**. If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Specification in Annex "C".

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from Date of Award to March 31, 2014.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Janine Donovan
Public Works and Government Services Canada
Acquisitions Branch
Real Property Contracting
189 Prince William, Room 421
Saint John, N.B.
E2L 2B9

Telephone: (506) 636-5347

Facsimile: (506) 636-4376

E-mail address: janine.donovan@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

4.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

4.3 Offeror's Representative

Name: _____

Telephone: () _____

Fax: () _____

E-mail: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence.

6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form CF942.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Harmonized Sales Tax included).

8. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$500,000.00 (Harmonized Sales Tax extra) unless otherwise authorized in writing by the

Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

9. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-03-02), General Conditions - Standing Offers - Goods or Services
- d) Supplemental General Conditions 2010C (2012-03-02), General Conditions - Services (Medium Complexity);
- e) Specifications and drawings;
- f) Annex "A", Basis of Payment;
- g) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing
- h) the Offeror's offer

10. Certifications

10.1. Compliance

Compliance with the Certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

11. Applicable Laws

Solicitation No. - N° de l'invitation

W0105-12E067/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWB-2-35022

Buyer ID - Id de l'acheteur

pwb020

CCC No./N° CCC - FMS No/ N° VME

W0105-12E067

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

12. Estimates

SACC Manual clause M3800C (2006-08-15) Estimates

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

Supplemental General Conditions 2010C (2012-03-12), General Conditions - Services (Medium Complexity); apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

4. Payment

4.1 Basis of Payment

Refer to "Annex "A", Basis of Payment"

4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

4.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex B. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within seven (7) days and prior to award of Standing Offer Agreement, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies

Solicitation No. - N° de l'invitation

W0105-12E067/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb020

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0105-12E067

PWB-2-35022

ANNEX A
BASIS OF PAYMENT
PRICING SCHEDULE

Item	Description, Class of Labour, Material or Plant	Unit of Measure	Estimated Hrs / Qty	Unit Price \$ ¢	Estimated Total Price \$ ¢
1	Articulating rock truck with operator	Hour	3,500	\$ _____	\$ _____
<u>Total Estimated Amount used for Evaluation</u>					\$ _____

Note: The estimated quantity entered in column four for each item is an estimate only for services as and when requested and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.

ANNEX "B"

Certifications Precedent to Standing Offer Award

1. Workers' Compensation Certification - Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

2. Equipment List

Bidder must provide, upon request from the Contracting Authority, a list of equipment. Equipment is subject to inspection and approval by the Department of National Defence (DND) prior to award of Standing Offer.

3. Qualifications

Operators must possess a valid New Brunswick Driver's Licence with Air Brake Endorsement (or out of province equivalent). Contractor must provide a copy of each operator's driver's licence within seven (7) days of request from Standing Offer Authority and prior to award of Standing Offer Agreement.

4. Proof of liability insurance for a minimum amount of two million (\$2,000,000) as specified below.

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, **but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.**
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Department of National Defence.

-
- (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

Solicitation No. - N° de l'invitation

W0105-12E067/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWB-2-35022

Buyer ID - Id de l'acheteur

pwb020

Client Ref. No. - N° de réf. du client

W0105-12E067

CCC No./N° CCC - FMS No/ N° VME

ANNEX C

SPECIFICATION



**DEPARTMENT OF NATIONAL DEFENCE
3 AREA SUPPORT GROUP
ENGINEER BRANCH
CFB GAGETOWN


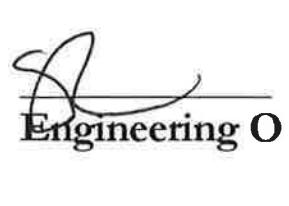
SPECIFICATION**

STANDING OFFER AGREEMENT

**ARTICULATING ROCK TRUCK
RENTAL WITH OPERATORS
BASE AND RANGE TRAINING AREA, CFB GAGETOWN**

DATE OF AWARD TO 31 MARCH 2014


Designed by 
Fire Inspector


Project O 
Engineering O

PF No:

Job No: L-G2-9900/1574

Date: 2012-05-15

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 00 - Procurement and Contracting Requirements</u>		
00 21 13	Instructions to Bidders	6
<u>Division 01 - General Requirements</u>		
01 35 30	Health and Safety Requirements	2
01 35 35	DND Fire Safety Requirements	4
01 35 43	Environmental Procedures	1

PART 1 - GENERAL

- 1.1 Description of Work .1 The work covered under this Standing Offer Agreement comprises the supply and maintenance of Articulating rock trucks with operators on a rental basis to CFB Gagetown when requested on form cf942, call-up against a standing offer, and as specified herein.
- 1.2 Duration of Standing Offer .1 This Standing Offer Agreement will extend from Date of Award to 31 March 2014.
- 1.3 References .1 Canada Labour Code Part II.
.2 New Brunswick Occupational Health and Safety Act.
.3 Workplace Hazardous Materials Information System (WHMIS) and Material Safety Data Sheets (MSDS).
- 1.4 Qualifications .1 Operators must possess a valid Class 3 New Brunswick Driver's Licence with Air Brake Endorsement (or out of province equivalent). A copy of each operator's driver's licence must accompany the list of Contractor's employee operators provided to the Engineer for issuance of Contractor Passes as per 1.18.1.
- 1.5 Engineer .1 The Engineer as defined and stated in this specification will be the Commanding Officer 3 ASG Engineer Branch or a designated representative. In the case of this Standing Offer Agreement, the Engineer's representative shall be the Contract Manager. The address of the Engineer is:

Contracts Office
3ASG Engineer Branch
Building B18
CFB/ASU Gagetown PO BOX 17000 Station
Forces
Oromocto, N.B. E2V 4J5

Tel.(506) 422-2677
Fax (506) 422-1248

- 1.6 Liability Insurance .1 The Contractor shall provide proof of liability insurance in the amount of Two Million Dollars (\$2,000 000.00) to PWGSC prior to the award of this Standing Offer Agreement.
- 1.7 Documents Required .1 Maintain at the job site one copy each of the following:
.1 Specifications; and
.2 Addenda.
- 1.8 Contractor's Use of Site .1 Work site access will be as directed by the Engineer.
.2 Movement around the site is subject to restrictions laid down by the Engineer.
.3 Travel on the Range Training Area roads is dangerous and is prohibited without prior written authority from the Engineer. Written authority with respect to this Standing Offer Agreement is a Call-up Against a Standing Offer form CF942. All vehicles entering and exiting CFB Gagetown are subject to search without warning or cause.
.4 Do not unreasonably encumber the site with materials or equipment.
.5 Base policy states that when parking any vehicle the operator must back into the parking space or risked being towed.
- 1.9 Mobilization and Demobilization .1 Mobilization of equipment to and from worksites and between various work locations will be entirely at the Contractor's expense and therefore must be accounted for in tendered hourly equipment rental rates.
.2 The Engineer will advise the Contractor as to the exact location for delivery within the area of work

and locations of all subsequent moves.

1.10
Workmanship

- .1 Workmanship will be of a uniformly high standard and in accordance with generally accepted trade practice.

1.11 Codes and
Standards

- .1 Perform work to, and enforce safety measures in accordance with, the Canadian Labour Code Part II and the New Brunswick Occupational Health and Safety Act.
- .2 Contractor must be registered and in good standing with WorkSafeNB and provide proof of such to PWGSC prior to award of this Standing Offer Agreement.
- .3 Comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials and all labelling provisions of Material Safety Data sheets acceptable to Human Resources and Skills Development Canada and Health Canada.
- .4 Work to meet or exceed requirements of specified standards, codes and referenced documents. In event of conflict between any provisions of above authorities, the most stringent provision will apply.

1.12 Work
Requisition

- .1 All work is to be done only when directed by the Engineer on form CF942, Call-Up Against a Standing Offer and as follows;
 - .1 The Contractor will provide service on an on-demand basis, when requested by the Engineer.
 - .2 The Contractor will advise the Engineer of the telephone number or location at which they or their representative may be contacted at all times.
 - .3 The Contractor, upon receipt of an Acceptance of Tender, will be advised by the Engineer in writing of the names of persons authorized to request service. Work undertaken at the request of others, such as site supervisors, will be entirely at the Contractor's risk with regard to payment.
 - .4 The Contractor will not refuse any call for service by the Engineer and will respond within 48 hours on normal service calls and within 8 hours on emergency service calls.
 - .5 When service is required, the Engineer will

notify the Contractor. When requested by the Engineer, a written estimate will be provided indicating hours required to complete a task in accordance with the Standing Offer Agreement. Service will be requested on form CF942, Call-Up Against a Standing Offer. This form will detail the work to be done and will be signed by the Engineer or his Representative. One copy of this form will be provided to the Contractor.

.6 The Contractor's employee operators will report to the Engineer prior to starting work and upon completion of work on a daily basis.

.7 The Contractor is to return one copy of the signed form CF942 that requested the work with their invoice. Invoices must detail the location and description of work performed for each CF942. The Contractor's invoice shall reference the contract, work order and requisition numbers issued on the CF942. Contractor is to provide a copy of all daily time sheets for each truck signed by the Engineer with each invoice. Daily time sheet must show date, hours worked, operator's name, truck number as well as work order and requisition numbers under which the work was authorized.

1.13 Quantities .1
and
Basis of
Payment

- .1 The work performed under this Standing Offer Agreement shall be paid for on a unit price basis. The Contractor will accept the payment as full consideration for everything furnished and done by him with respect to the work.
- .2 The Contractor will submit hourly rates for the following in accordance with the specifications. Such prices will include supervision, expenses, tools, equipment, transportation and profit.
- .1 Articulating Rock truck rate per hour. Estimated Quantity: Thirty-five hundred hours (3500 hours).
- .3 Time charged and contract price of materials (if any) used may be verified by Government Audit before or after payment is made under the terms of this Standing Offer.
- .4 The above mentioned quantities may increase or decrease and are used only guide for tendering. The quantities are not guaranteed and the Contractor will have no claim for loss of anticipated profits as a result of these estimated quantities.

- 1.14 Rental Conditions .1 No claim, demand or legal proceeding is to be brought against the Crown with respect to damage of equipment caused by negligence of the operator.
- 1.15 Equipment .1 The following equipment or equivalent equipment is required for this Standing Offer Agreement:
.1 (4 x 35) ton rock trucks. Short hauls only.
- .2 The Contractor must provide a list of trucks prior to award that are intended to be used to fulfill the requirements of this Standing Offer Agreement. List must specify the make and year of each truck. The Engineer may ask to visually inspect these trucks of this Standing Offer Agreement.
- .3 All equipment must have night working-lights, horn and back-up signal.
- 1.16 Equipment Maintenance .1 Lubrication, filter replacement and fluid level checks will be carried out by the Contractor. All on site repairs and maintenance will be carried out by the Contractor entirely at their own expense. The Contractor will be responsible for supplying proper fluids, lubricants, filters and tools for carrying out all on-site maintenance. The Contractor will also be responsible for the storage, issue and control of these commodities and for the collection, removal and proper disposal of waste oils, filters and containers.
- .2 Repair any damage to equipment expeditiously.
- .3 Maintain equipment in good running order for duration of the contract.
- 1.17 Operation .1 Contractor to supply all fuels necessary for the duration of the contract.
- 1.18 Contractor Passes .1 All Contractor employees will have in their possession at all times while on the Base an authorized Contractor Pass while employed on DND property. Such passes will be produced on demand

- 1.18 Contractor .2
Passes
(Cont'd)
- to the Military Police, Commissionaires, Security Guards and persons in authority.
- The Contractor will complete an application form for contractor passes for each individual. The Contractor will accompany the employee to the Military Police Identification Section building F-19 for the issuance of pass.
- .3 Photocopies of passes are to be provided to the Engineer.
- .4 The Contractor will ensure Contractor passes are recovered from employees who cease to be employed on DND property. Such passes shall be returned to the Military Police Identification Section by the Contractor.
- 1.19 Security .1
Clearance
- The Contractor shall maintain an up-to-date roster of all employees involved in this contract including managers, supervisors, tradespersons, drivers and labourers. This roster must be made available to the Engineer upon request.
- .2 The Contractor shall provide proof of the information contained within the roster to the Engineer upon request. The Engineer reserves the right to have removed from the site those personnel who do not meet security requirements as laid down by the Military Police Section.

PART 1 - GENERAL

- | | | |
|------------------------------------|----|--|
| <u>1.1 References</u> | .1 | Canada Labour Code, Part II, Canada Occupational Safety and Health Regulations. |
| | .2 | Province of New Brunswick Occupational Health and Safety Act, 1991. |
| <u>1.2 Regulatory Requirements</u> | .1 | Do work in accordance with the safety measures of the Canada Labour Code Part II, the New Brunswick Occupational Health and Safety Act and WorkSafeNB. provided that in any case of conflict or discrepancy the more stringent requirements shall apply. |
| <u>1.3 Responsibility</u> | .1 | Contractor is responsible for the health and safety of all persons on site. Contractor is also responsible for the protection of property, persons and the environment on or adjacent to the site in so far as the work may affect these. |
| | .2 | Contractor and all contractor's employees are to comply with all safety requirements specified in the Contract Documents as well as all applicable federal, provincial and local statutes, regulations, ordinances and with Contractor's site-specific Health and Safety Plan. |
| | .3 | It is the Contractor's responsibility to ensure that all their employees are provided all Personal Protective Equipment (PPE) necessary to perform all work. Hard hats, ear defenders, highly visible safety vests and safety glasses are to be worn at all times. |
| <u>1.4 Unforeseen Hazards</u> | .1 | Should any unforeseen or peculiar safety-related factors, hazard, or condition become evident during performance of work, the Contractor must have procedures in place to facilitate the Employee's Right to Refuse Work in accordance with Acts and |

- | | | |
|---|----|---|
| 1.4 Unforeseen Hazards
<u>(Cont'd)</u> | .1 | Regulations of New Brunswick. The Contractor is to advise the Engineer verbally and in writing of any employee who exercises this right. |
| 1.5 Correction of Non-Compliance
<u></u> | .1 | Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Engineer. |
| | .2 | Provide Engineer with written report of action taken to correct non-compliance of health and safety issues identified. |
| | .3 | Engineer may stop work if non-compliance of health and safety regulations is not corrected. |
| 1.6 Work Stoppage
<u></u> | .1 | Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for work. |

PART 1 - GENERAL

1.1 Reporting Fires

- .1 Know location of nearest fire alarm box and telephone, including emergency phone number.
- .2 Report immediately all fire incidents to Fire Department as follows:
 - .1 Telephone 911.
 - .2 If working in Training Area also contact Range Control at 422-2000 ext. 2482.
- .3 When reporting fire by telephone, give location of fire, name or number of building and be prepared to verify the location.

1.2 Interior and Exterior Fire Protection and Alarm Systems

- .1 Fire protection and alarm system will not be:
 - .1 obstructed;
 - .2 shut-off; and
 - .3 left inactive at end of working day or shift without authorization from Fire Chief.
- .2 Fire hydrants, standpipes and hose systems will not be used for other than fire-fighting purposes unless authorized by Fire Chief.

1.3 Fire Extinguishers

- .1 Supply fire extinguishers, as scaled by Fire Chief, necessary to protect work in progress and contractor's physical plant on site. All trucks must be equipped with fire extinguishers.

1.4 Blockage of Roadways

- .1 Advise Fire Chief of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by Fire Chief, erecting of barricades and digging of trenches.

1.5 Smoking Precautions

- .1 Observe smoking regulations at all times.

1.6 Rubbish and
Waste Materials

- .1 Rubbish and waste materials are to be kept to a minimum.
- .2 Burning of rubbish is prohibited.
- .3 Removal:
 - .1 Remove all rubbish from work site at end of work day or shift or as directed.
- .4 Storage:
 - .1 Store oily waste in approved receptacles to ensure maximum cleanliness and safety.
 - .2 Deposit greasy or oily rags and materials subject to spontaneous combustion in approved receptacles and remove.

1.7 Flammable and
Combustible Liquids

- .1 Handling, storage and use of flammable and combustible liquids are to be governed by the current National Fire Code of Canada.
- .2 Flammable and combustible liquids such as gasoline, kerosene and naphtha will be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing Underwriters' Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable and combustible liquids exceeding 45 litres for work purposes requires permission of Fire Chief.
- .3 Transfer of flammable and combustible liquids is prohibited within buildings or jetties.
- .4 Transfer of flammable and combustible liquids will not be carried out in vicinity of open flames or any type of heat-producing devices.
- .5 Flammable liquids having a flash point below 38° C such as naphtha or gasoline will not be used as solvents or cleaning agents.
- .6 Flammable and combustible waste liquids, for disposal, will be stored in approved

1.7 Flammable and
Combustible Liquids
(Cont'd)

- .7 (Cont'd)
containers located in a safe ventilated area. Quantities are to be kept to a minimum and Fire Department is to be notified when disposal is required.

1.8 Hazardous
Substances

- .1 Work entailing use of toxic or hazardous materials, chemicals and/or explosives, or otherwise creating hazard to life, safety or health, will be in accordance with National Fire Code of Canada.
- .2 Obtain from Fire Chief a "Hot Work" permit for work involving welding, burning or use of blow torches and salamanders, in buildings or facilities.
- .3 When Work is carried out in dangerous or hazardous areas involving use of heat, provide fire watchers equipped with sufficient fire extinguishers. Determination of dangerous or hazardous areas along with level of protection necessary for Fire Watch is at discretion of the Fire Chief. Contractors are responsible for providing fire watch service for work on a scale established and in conjunction with Fire Chief at pre-work conference.
- .4 Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation will be assured and all sources of ignition are to be eliminated. Fire Chief is to be informed prior to and at cessation of such work.

1.9 Questions
and/or
Clarification

- .1 Direct any questions or clarification on Fire Safety in addition to above requirements to Fire Chief through the Engineer.

1.10 Fire
Inspection

- .1 Site inspections by Fire Chief will be coordinated through Engineer.
- .2 Allow Fire Chief unrestricted access to work site.

1.10 Fire
Inspection
(Cont'd)

- .3 Co-operate with Fire Chief during routine fire safety inspection of work site.
- .4 Immediately remedy all unsafe fire situations observed by Fire Chief.

PART 1 - GENERAL

1.1 General

- .1 Contractor will take all reasonable steps to ensure that they and their employees have complied with all pertinent legislation and have protected the environment.

1.2 Fires

- .1 Fires and burning of rubbish on site not permitted.

1.3 Disposal of Wastes

- .1 Do not bury rubbish and waste materials on site unless approved by Engineer.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

1.4 Spill Protection

- .1 The Contractor must have adequate clean up materials for any potential hazardous materials used in the completion of the work (ie. Foams, fuels, oils, lubricants, etc).
- .2 In the event of a spill the Contractor will immediately take corrective action to clean up the material.
- .3 In the event of a spill of over one litre of a hazardous material, the Contractor will immediately inform proper authorities at the Firehall(G3)at 422-2000 local 2106 and take necessary remedial action.